

# CHAPTER 8

## Attendance Accounting and the Audit Trail

**F**ull-time and part-time independent study does not permit any attendance to be claimed until the student agrees to the study objectives (the master agreement must be dated and signed in advance by all the required participants). Work toward the objectives may meet compulsory attendance requirements if the independent study is generally equivalent to classroom and assigned work that might have been given to that student if he or she had been in classroom instruction.

The independent study student's supervising teacher determines the time value of completed assignments or work products so that ADA can be earned (*Education Code* Section 51747.5). When making this determination, the teacher must consider each student individually. Students who are highly skilled should be expected to do more than others who are less able do. Teachers can and should adjust the assignments accordingly. Therefore, both the high and the low achiever can be credited with the same apportionment, or days of attendance, credit for different amounts and types of completed assignments. For example, two students could be expected to read a history chapter, with one student completing a written assignment and another turning in a diorama

that depicts an important event in that chapter instead of, or in addition to, the written work. Both of those students might receive the same apportionment credit.

### **A** Attendance Credit Based on Accomplishment Only

The only item that counts for independent study attendance credit is evaluated *work* or *work products* that were completed and submitted by the due dates established in the written agreement. When the student submits or demonstrates the evidence of work accomplished in the achievement of set objectives, the teacher credits the student with attendance. *No credit for attendance may be reported for ADA*

*purposes until the work is submitted and assessed by the supervising teacher.* Again, a student's presence at a scheduled independent study appointment does not count for "seat-time attendance" as the student's presence does in a classroom. When a student is learning or otherwise actively engaged in anything related to his or her attainment of the objectives of the signed written agreement—such as taking a test, discussing or correcting an assignment, viewing pertinent videotapes, listening to audiotapes, or working on a computer—the work may be counted for attendance purposes on the basis of the *accomplishment*, not of the student's physical presence per se (*Education Code* Section 51747(a) and (c)(6)).

## **B** Combination of Classroom and Independent Study

When a student's program consists of part classroom-based study (such as study at a comprehensive high school) and part independent study, attendance for the latter must be recorded in a separate register (*California Code of Regulations, Title 5, Section 11703(b)(4)*). District or county office procedures must prevent the claiming of any combination of classroom and independent study attendance credits that would exceed one day of apportionment credit per day of instruction in the school's calendar (*Education Code* Section 46300(e)).

Examples of a combination program include (1) when a high school student in independent study needs to take a course that is not offered through independent study, such as a laboratory science; or (2) when a graduating senior needs a course that cannot be included in the schedule in a classroom instructional mode but can be taken through independent study.

The combination of independent study and classroom study to make up a day of attendance creates an administrative challenge when both must be counted to total at least a minimum day of attendance credit. When a student is enrolled predominantly in independent study, attendance accounting will be more manageable in most instances if a course that is taught in a classroom situation is handled as student study and the resulting accom-

plishments are recorded as part of independent study, thus avoiding dual recording and reporting. The written agreements and related records of completed independent study work must be available for audits of independent study.

Remember: Only one apportionment day may be taken for each instructional day (*Education Code* Section 46300(e)). Apportionment earned through a student's enrollment in a Regional Occupational Center or Program or an adult education school is treated separately.

## **C** Beyond Minimum Day Requirements

Because independent study is an alternative instructional strategy, not a separate categorical program, state funding for it per unit of ADA (average daily attendance) depends on the student's underlying enrollment category.

- Attendance for students enrolled in continuation, summer school or summer school-funded, or adult classes is accounted *in hours*. For reporting purposes, continuation and adult education have statutorily specified, three-hour "day of attendance" conversion factors—but no minimum day. Summer school classes have no statutory "day" of any sort. If the teacher's determination of the total value of the partially completed work for an independent study assignment covering several hours results in a fraction of an hour in addition to the total of whole hours, the fraction must simply be dropped for apportionment purposes.
- Attendance in regular or special education K–12 classes (including opportunity and county community and juvenile court classes) is accounted for apportionment purposes *in whole days*; no attendance credit for any given school day may be claimed for an independent study student enrolled in one of these classes unless the student has completed an amount of work for that day that is sufficient, in the teacher's judgment, to constitute at least the minimum day applicable to that student. For students in these classes, then, any fraction of a minimum day must be dropped for apportionment purposes as the last step in teacher determinations of total time values.

For independent study students in regular K–12 classes, it is important not to run a bare minimum day program. All students at a grade level should be assigned a full day’s worth of work. To do otherwise with elementary students is simply to shortchange and disadvantage them with regard to their readiness for future schooling. High school students routinely given minimum day assignments cannot earn enough academic credit in four years to qualify for graduation. *Education Code* Section 46100 provides that “the governing board of each school district shall, subject to [specific minimum day requirements], fix the length of the schoolday for the several grades and classes of the schools maintained by the district.” *Education Code* Section 48200 provides in part that students subject to compulsory public education “shall attend . . . school . . . for the full time designated as the length of the schoolday by the governing board of the school district. . . .” The day reflected in independent study assignments in a given district should accordingly be the same as that for students in the district’s classroom program, grade by grade (and class by class, for example, in continuation classes, which typically have a 20-hour week, though only 15 may be claimed for apportionments).

## **D** Contrasts Between Academic Credit and Attendance Credit

Confusion between attendance credit and academic credit must be avoided. Attendance credit, as reported by the school district or county office in average daily attendance (ADA) units or, for some programs, in hours, generates an apportionment of revenue for that district or county office. The credit is based on minimum requirements for a student’s presence in school or the equivalent in study effort. Academic credit is based on academic achievement, assessed in terms of competency or knowledge and skills achieved and demonstrated according to criteria that have been determined in advance. Although both are called credit, attendance credit leads to apportionment or revenue for the district or county office, and a student’s academic credit leads to a record of progress or promotion toward high school graduation requirements.

## **E** “Banking” and Retroactive Attendance Not Allowed

*“Banking” of independent study attendance credit for apportionments is not in compliance with the law and is not allowed* (*Education Code Section 46300(e)*).

Note that continuation, whose classroom study may “catch up” though not “get ahead” in terms of apportionment attendance, and adult education, which effectively has no per student limit on daily attendance credit for its classroom instruction students, are both limited to three hours of credit per school calendar day for their independent study students—and *late independent study work may never be credited against earlier assignment periods*. (The three-hour-per-day limit has no logical application, however, to summer school classes, which have no “day” to use in making the necessary calculation.)

Any student who desires and can do more than the required work should be encouraged. A student who turns in completed assignments representing more attendance days in a reporting period than the number of school days in that period *does not earn any surplus or “bankable” attendance credit* usable in the future or applicable against past absences. The “extra” days may not be used to offset a period in which the student is not as productive.

However, the student may and should be awarded *academic credit* for those additional completed assignments. Students should be able to earn additional academic units or credit and receive positive reinforcement for their effort.

*Attendance credit is not applicable retroactively*. In other words, attendance credit for the current time period—the period since the last due date—should not be applied to a previous assignment period. Any use of attendance credit earned in a current period to convert past absences will be viewed by an auditor as an abuse. ADA calculated on the basis of retroactive credit should be expected to lead to an audit exception and repayment of any apportionment revenue based on the retroactive credit.

*There are no excused absences in independent study*. Illness or medical emergencies would be “excused” absences for traditional classroom-based students. The principles of excused and unexcused

absences do *not* apply because the student may do the work at any time during any day of the week and because the student's presence is not the basis for attendance credit.

A student in a classroom program may be given "make-up" work for academic purposes, but the make-up work does not count for attendance credit. Similarly, the independent study student may be given make-up assignments for academic records but not for attendance records that apply to periods before the one in process.

## **F** Computation of Attendance Credit

The computation of ADA is made on the basis of the student's "product" (study or academic work), assessed by a competent certificated employee of the district (*Education Code* Section 51747.5). The qualified employee periodically assesses the student's work and assigns to it a value in time (hours or days, as appropriate).

For ADA accounting purposes, it is neither necessary nor appropriate to identify *when* the student studies. No one—student, parent, teacher, nor auditor—need be concerned with when the work was accomplished (i.e., what time of day or which day of the week) or the amount of work done on any particular school day in the school calendar—provided it is completed by the due date for the assignment.

If there were five school days in a particular week, and a comprehensive high school student did at least five *minimum* days worth of work, the supervising teacher could record attendance for five days. Academic credit would be determined as a separate matter.

Another provision of the extensive 1989 revisions of the independent study laws that directly impact apportionments is *Education Code* Section 51745.6 (see Appendix A). Note that the computation of the limit on the teacher-to-ADA ratio is to be made in connection with the preparation of the "P-2" report of ADA. Estimates of the limits should be made at the start of the school year so that, by planning, the district can avoid the unwanted consequences of lost revenue. Assistance in making this computation and estimates may be obtained from the School Fiscal Services Division, California Department of Education, telephone (916) 327-0857.

All attendance accounting systems proposed for use in independent study must be approved individually by the California Department of Education (*Education Code* Section 44809). Contact the School Fiscal Services Division, (916) 327-0857; e-mail: <kclement@cde.ca.gov>.

Students who have remained continuously enrolled since their eighteenth birthday have the right to remain in K–12 independent study until their twenty-first birthday. If they drop out of school during their eighteenth year, they can re-enroll only until their nineteenth birthday. After that, students must enroll in adult education to continue their education through independent study (*Education Code* Section 46300.1).

Attendance credit for adult students is based on an apportionment day equal to three hours, which means that a normal five-day week consists of a maximum 15 hours of study per student (as for continuation education), not 20 hours (as for K–12 education). The district cannot claim more than three hours per apportionment day (*Education Code* Section 46300(e)). This section limits the amount of ADA that may be claimed, not the amount of student study.

Independent study for adult students qualifies for apportionment when students complete local graduation requirements leading to a high school diploma. (*Education Code* Section 46300.4, and Section 51225.3(a)).

Independent study for adult students may earn apportionment only if and when it has been initiated and carried out pursuant to the school district's policies for independent study per *Education Code* sections 51745 through 51749.5, inclusive, and *California Code of Regulations, Title 5*, sections 11700 to 11703, inclusive.

Attendance credit for work experience can be taken only in certain circumstances. For guidelines, contact the Consultant for Work Experience Education, Standards and High School Development Division, (916) 657-2446.

## **G** Completed Educational Activities and ADA

Through independent study a student substitutes completed study for regular classroom atten-

dance. Completed study may mean a written assignment for one student, art projects for another, and tape-recorded commentaries by yet another. Before attendance credit can be issued, a student must demonstrate completed work. The supervising certificated teacher must approve in advance, after discussion with the student, the variety of methods that can be used to demonstrate completed work. The teacher must keep samples of the original work and make sure the samples reasonably reflect the total scope of work assignments (*California Code of Regulations, Title 5, Section 11700(b)(2)*). Therefore, a student's test papers alone do not adequately represent his or her total scope of work. To be compliant with the law and regulations as the California Department of Education understands them, teachers must retain in the audit file work products that they have evaluated and must add such evaluated work to the file often enough to show that the student has completed assignments (regardless of academic quality) but not so often that the file becomes difficult for an auditor to review. At least one addition for each subject every two weeks is recommended. Supervising teachers should not retain all of a student's work products, only those they select as representative of the student's work as a whole.

The student does *not* have to complete all the work assignments in a given course to earn attendance credit. A student who does not complete an entire course can earn apportionment credit in whole-day increments (or whole-hour increments for summer school or intersession in year-round education, continuation school, and adult education) based on the extent to which the agreement has been completed. For example, if a student completed one-half the amount of work required for a five-unit elective agreement, then decided to drop the course, the student could be granted the appropriate number of apportionment days (or hours) and 2.5 academic credits.

*The time value, for apportionment purposes, of work completed by each independent study pupil or student shall be determined by an employee of the district or county office of education who possesses a valid certificate (see Appendix A, Education Code Section 51747.5).*

## **H** Teacher's Record

The teacher's record is the basis of apportionment credit for ADA. The teacher should have a record for each student he or she supervises. After each assignment due date and meeting with the student, the teacher records the days or hours completed. This record is used instead of a student's classroom attendance to generate ADA when the credit is transferred to approved attendance accounting systems. *The attendance report that goes to the attendance office accounts for full days or hours only.*

The teacher's record *also* should be a record of academic credit that the student has earned and show a *grade or pass/fail rating*. The record is to be *kept for a minimum of three years*. (Examples are at the end of this chapter.)

A common experience is the student's failure to complete or master an assignment that is a prerequisite for the subsequent assignment. When, for any reason, it is the student's educational need to repeat any part of an assignment—including the whole—it should be reassigned as the teacher deems appropriate. This is an educational necessity, apart from the process of teacher assessment of completed assigned work for the purpose of reporting student attendance.

For the ADA reporting purposes, it is the effort devoted to the assigned work, not the quality of achievement or learning, that is computed. To avoid creating problems for an auditor, when and as necessary, the supervising teacher should add a note of explanation to records of assigned student work that addresses occasions when inadequate student educational achievement made it necessary to reassign work. An illustration of this principle is a situation in which a student has done all his or her work on a mathematics assignment that included 20 problems—and got all 20 wrong. The work was done, so ADA should be claimed accordingly; but the learning must continue until the student understands the principles and can handle that sort of problem correctly. The teacher must reassign the work, probably in a reconfigured manner to take into account the diagnosis of the student's failure and needs, and the student will make a second attempt. If the record in the audit trail is not clear about why the

“same assignment” is reported, the teacher should add an explanatory note.

As a practical consideration, when a teacher determines prior to the date on which assigned work is due that the student is not performing satisfactorily, for whatever reason, it should be possible for the teacher to intervene and redesign or restructure the assignment so that the student will be able to proceed and achieve, gaining the necessary basis for the future assignment(s), learning, and achievements. The record should show that the first assignment was terminated on a particular date and was replaced by a new assignment that supersedes the “failed assignment,” with the reason noted so that it is comprehensible to any auditor who examines the student’s file.

## **I** Attendance Reports

The attendance earned in independent study is reported on form J-18/19 in the proper category for that student’s enrollment. The amount of the total ADA that was earned through full-time independent study is also reported separately on these forms.

## **J** Temporarily Disabled Pupils

*Education Code* Section 51745(d) prohibits a temporarily disabled pupil from receiving individual instruction pursuant to *Education Code* Section 48206.3 through independent study. *Education Code* Section 48206.3 permits a school district to claim one *day* of ADA credit, to a limit of five in a five-day week, for each *hour* of individual instruction provided to a pupil who is in a hospital in the district or who is confined to his or her home because of a temporary ailment. This home and hospital instruction may *not* be provided through independent study. If the temporarily disabled pupil’s parents, guardians, or caregivers and the school district(s) agree, however, the pupil may receive instruction through independent study *instead of* “home and hospital” instruction. The normal independent study rules apply for such a pupil. (Note: If a pupil is in a hospital located in a different school district from the one in which the pupil’s home is located, there must be an interdistrict transfer agreement if the home district is to provide the independent study instruction.)

## **K** Suspended or Expelled Students

Independent study is an alternative to classroom instruction. Students who are excluded from classroom instruction in a school district—who have been suspended or expelled—are thereby excluded from independent study as well. No ADA credit may be claimed for either classroom attendance *or* independent study by suspended/expelled students during the duration of their suspensions/expulsions. Students whose expulsions are being held in abeyance pursuant to *Education Code* Section 48917 and who have been referred to specified settings in lieu of expulsion, pursuant to that section may generate ADA credit through independent study *only* if they are also given at least one classroom instruction option.

Students must have the option of a classroom setting for a full program (not just one period or part of a day) at the time independent study is made available. This option must be continuously available (not just at the time independent study is chosen), should the student decide to transfer from independent study. See *Education Code* Section 51747(c)(7), as amended by Chapter 759, Statutes of 1992, in Appendix A.

## **L** Continuation School Students on Independent Study

*Education Code* Section 51745(b) states: “Not more than 10 percent of the pupils participating in an opportunity school or program, or a continuation high school, calculated as specified by the State Department of Education, shall be eligible for apportionment credit for independent study pursuant to this article. A pupil who is pregnant or is a parent who is the primary caregiver for one or more of his or her children shall not be counted within the 10 percent cap.” Attendance must be kept in separate books and reported separately from the other independent study attendance. For example, if a district has Continuation School A at 100 ADA and Continuation School B at 150 ADA, School A may have 10 ADA for independent study and School B may have 15 ADA. School A may not exceed 10 ADA even if School B does not have any independent study. Eligibility is based only on that continuation school’s ADA, not

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the ADA for all the continuation schools in the district.

For the purpose of *Education Code* Section 51745(b), “pupils participating” shall be defined as P-2 ADA. These pupils would represent 10 percent of the current year’s ADA as reported on lines A-7 and A-8 of the J-18/19 P2 form, Second Period Report of Attendance, for students residing in the district. Students who are pregnant or parenting, as the term is defined in the statute, are not counted in calculating the 10 percent cap.

## **M** Summer School

Independent study instructional techniques may be used for summer school programs and programs for which summer school funding is possible, as set out in the *Education Code* and in the annual Budget Act.

The attendance reported for a student enrolled in summer school through independent study is a part of the total number of summer school hours reported by the district.

## **N** Work Assignments and Records

A signed and dated master agreement that contains all the necessary components is the first link in the audit trail. The next is a representative sample of the student’s regular work assignments. These assignments are the instructional activities that each student completes on a regular basis. The assignments and their role in the apportionment process were discussed at length in Section G of this chapter. The sample work assignments need to be kept with the master agreement for a minimum of three years. (See the *California Code of Regulations, Title 5, Section 16026*.)

The student’s assignment and work record report is a description or summary of the student’s completed work assignments. This report is a supplement to the teacher’s record and usually shows the date the assignments were given and completed as well as the teacher’s evaluation of each assignment. Sometimes other indications of the extent or quality of a student’s performance are included (e.g., if the student put in extra effort on a project, that fact could be recorded). Students’ assignment and work records

must be kept for a minimum of three school years, usually with the master agreement. In some programs the student’s work is stapled with the completed master agreement to make the accumulation of audit materials easier. Examples of students’ work records are found at the end of this chapter.

The assignment and work record must include a due date, which is the date after which no credit may be given for apportionment attendance. If a student is not able to attend by that date because of illness or extenuating circumstances, a responsible person (e.g., a parent) could take the student’s completed work to the teacher. A due date must not exceed a reasonable amount of time. If the formal due date shown in the assignment files is different from what the student has clearly been given to understand is the *real* due date (e.g., the file shows an assignment period of six weeks with all work due at the end of that period, but a teacher appointment is scheduled at the end of the first *two* weeks and the student understands there will be a specified adverse effect if a certain amount of the work has not been completed by that date), and the discrepancy is discovered in an audit, what the student reasonably understood to be the true due date will be the one that will be applied for audit purposes.

The district’s certified public accountant or State Controller’s or other state agency auditors may ask to see samples of a student’s work. However, these auditors are not educators and generally are not competent to make educational judgments or evaluations about the work samples, although the auditors may certainly identify obvious abuse. Similarly, the quantity of the student’s work samples usually cannot be assessed by an auditor as an indication of program quality or even of the student’s effort. Auditors should be expected to view work samples only as an indicator of the validity of the claims to attendance credit.

Files of students’ work samples, not exclusively students’ tests, should contain only material that is essential to the audit trail. Samples are especially useful if the learning activity has been an atypical one. Photographs can be good documentation, in place of actual work samples, for large projects, for example, to show the work done by a student who built a room addition, did auto body repair, or sewed gowns worn in a wedding.

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## **Q Master Agreements Defined**

The basic document for apportionments based on independent study in place of school attendance is the *master agreement*. The written agreement for independent study is any document that serves as authorization to substitute the student's performance or study for the student's presence in a classroom. In the past the master agreement was often referred to as the independent study contract. The use of the latter term has been discontinued to make clear that the document required for independent study must be consistent with the state regulations governing independent study pursuant to *Education Code* Section 51747(c)(1) through (8).

Master written agreements indicate that all the parties involved—the student, his or her parent, legal guardian, or caregiver if the student is a minor, and the certificated person who is directly responsible for the student—agree that independent study will be the delivery system used for the student's education for a specific period. The master agreement must include all the components required by *Education Code* Section 51747(c) and the *California Code of Regulations, Title 5*, Section 11702, to be valid. No ADA may be claimed from independent study until the written agreement is completed and in effect (*Education Code* sections 46300.7 and 51747(c)(8)).

A new master agreement must be signed for each semester or for the duration of the agreement. An independent study semester corresponds to that of the school district or the county. A completed master agreement cannot be initialed or resigned and dated and used for an additional semester. (See “Requirements for a Master Agreement” in Section Q of this chapter.)

Some districts require written agreements for each specific subject area or course that the student takes. These agreements are used in addition to the master written agreements. When individual agreements are used in conjunction with a master agreement, it is good practice to restate all the components (duration, time and place of meeting, and so on). See *Education Code* Section 51747(c) as amended by Chapter 759, Statutes of 1992, and *California Code of Regulations, Title 5*, Section 11702, in Appendix A.

The purpose of having multiple documents is to make very clear to all the parties involved, including

the auditors, exactly what the student will be required to do for credits to be awarded and apportionment days to be claimed. It is important that the master agreement be written in “user friendly” language so that even the younger student can understand all the responsibilities.

## **P Standard Written Agreements**

The kind of agreement that may be appropriate for a particular student may be different from the kind that may apply to students in other categories. Agreements depend on the student's grade level, maturity, and academic capability, the amount of instructional assistance and counseling the student needs, the quality of mentor assistance from parents and others, and many other factors. There may be differences in characteristics or variations in the basic model adopted for each group of students identified in Chapter 3 when independent study is approved by a district or county office governing board.

Standard agreements include, but are not limited to, the following:

1. *Standard course of study.* The standard course agreement is designed for regular required and elective courses offered in the school curriculum. The agreement contains course goals and objectives that follow state and local guidelines. In many instances the agreement is a close substitute for classroom study in a different setting.
2. *Tutorial assistance.* The tutorial agreement may be designed and used for students who want help in preparing for a special district-approved objective by means of individual tutoring, small-group instruction, or individual exercises and assignments. Such assistance might be beneficial in preparing nongraduate students for the California High School Proficiency Examination (CHSPE) or the General Educational Development (GED) examination.
3. *Advanced schooling.* The advanced schooling agreement accommodates and encourages students with special skills, abilities, talents, gifts, interests, and experiences by the agreement's design and implementation of the students' own plans for meeting academic and attendance requirements. This kind of student



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often needs and can handle advanced study in a number of areas of the curriculum as well as in the identified special area.

4. *Home study.* The home study agreement may be used to provide public school direction and support to families who are committed to participating actively in the education of their own children. The teacher, parent, and student (when appropriate) work as partners in designing and implementing an educational plan. The specific roles of the parent, teacher, and other responsible person differ from case to case depending on what and how much each person can contribute to the implementation plan. However, the certificated employee of the district is responsible to coordinate, evaluate, and generally supervise the independent study (*Education Code* Section 51747.5). Usually, the parent provides the direct daily individualized instruction and educational activities under the home study agreement. Any curriculum content not consistent with the board-adopted curriculum must be kept apart from the scope of the agreement (see Chapter 7 for more information on home study).
5. *Travel experience.* An agreement may provide for continuing education by means of independent study while the student is traveling. This kind of agreement recognizes the educational values that can be associated with travel. *The agreement must be planned, written, and signed before the start of the travel and may not be applied retroactively as make-up work.* The maximum apportionment credit that can be earned is limited to the number of school calendar days during the period covered by the agreement.
6. *Special courses.* The agreement may accommodate a set of one or more courses or categories of study especially designed to meet the student's educational needs.
7. *Experience-Based Career Education (EBCE).* The EBCE model may be used for attaining academic credit. Developed by the Far West and the Northwest Regional Laboratories, EBCE is appropriate for secondary and postsecondary independent study students. EBCE students

spend a major portion of their time on learning projects in the community. Activities are tailored to the individual student's needs, abilities, learning styles, and goals. Students are guided in their learning by ongoing relationships with working adults in laboratories, offices, factories, shops, hospitals, schools, courtrooms, studios, or wherever careers are practiced. Academic credit is awarded on the basis of a contractual agreement among student, teacher, and community mentor. For more information contact the National Society for Experiential Education (NSEE), care of the Center for Experiential Education and Service Learning, University of California, Los Angeles, 405 Hilgard Avenue, 160 Powell Library Building, Los Angeles, CA 90025-1514; telephone (310) 825-7867, FAX (310) 267-2482.

8. *Part-time independent study.* See Section B of this chapter.

Sample agreements are included at the end of this chapter.

## Requirements for a Master Agreement

A *master agreement* must meet all of the following requirements for an independent study written agreement prepared in compliance with *Education Code* Section 51747(c) and the *California Code of Regulations, Title 5, Section 11702*. No ADA may be claimed from independent study until the written agreement is completed and in effect (*Education Code* sections 46300.7 and 51747(c)(8)).

### The document or form must:

1. Provide for the signatures of:
  - Pupil/student
  - Parent, guardian, or caregiver, unless the student is 18 or older or officially emancipated
  - Certificated person responsible for supervising the student's independent study; i.e., the supervising teacher (*California Code of Regulations, Title 5, Section 11700[j]*)

- Any other persons who have direct responsibility for providing assistance to the pupil/student.

**Note:** If the principal's or other administrator's signature is required by local policy or rule, it must be separate from the "other." If an administrator accepts direct responsibility for providing assistance to the student, he or she would, of course, sign as an "other person directly responsible."

2. Include the following items or provide for them by direct "linkage" through the use of such language as "The following items shall be determined for each course on the contract, and the course contract will be part of this agreement."
  - a. The specific details of arrangements for student reporting on progress on assignments, including the following:
    - Manner of reporting (e.g., meeting with the teacher)
    - Frequency of meetings (e.g., daily, weekly, biweekly)
    - Time of the event (e.g., 9 a.m., 4 p.m.)
    - Place of reporting (e.g., a particular room)
  - b. The title and statement (description) of the major objectives of the course of study covered or, for elementary school, the study assignment.
 

**Note:** If the course or study task is clearly identified in an official district document such as a catalog of approved courses, the use of a brief title from that document will meet this requirement. The form may be designed to make reference to such a document as part of its language. In any event, the form should provide for full understanding of the objective(s) by all parties to the agreement, especially the student and parent, guardian, or caregiver.
  - c. The methods of study for the pupil's work identified by the stated objective(s) (This is a new requirement added to *Education Code* Section 51747[c][2] by AB 1248 [Chapter 759, Statutes of 1992].) The methods of study for the pupil's work are the activities selected

by the supervising teacher to reach the educational objectives stated in the written agreement.

- d. The specific resources, including materials and personnel, to be made available by the school/district to the student.

**Note:** Provision for a list or description of resources by use of symbols must include a clear reference to a readily available source document that specifies the details and that can be easily understood by the student and parents, guardians, or caregivers. It should provide enough space to list a textbook and/or other books, instructional materials and supplies, and designate resource persons in a manner and to the extent that is comparable to whatever is made available to a student in a classroom of the school.

- e. The evaluation method (or methods) to be used by the teacher to assess or measure the student's progress toward the agreement's objective(s).

**Note:** Although it is acceptable for the form to list some options which can be checked, there should be space for written comments and evidence that it will be possible for this section of the agreement to be adapted appropriately to the particular objectives, assignments, and student needs.

- f. A clear indication of:
  - The maximum length of time, in days or weeks, allowed between the assignment and the completion of the assignment by the student.
  - The number of missed assignments that will initiate an evaluation of whether or not the student should remain in independent study.
- g. The duration of the agreement, including the beginning and ending dates for the pupil's participation—a period not to exceed a semester or a half year for a year-round school. (This item was amended in 1992 to specify beginning and ending dates.)

A new master agreement must be signed for each semester or other period of study. An independent study semester corresponds to

that of the school district or the county. A completed master agreement cannot be initialed or resigned and dated and used for an additional semester.

- h. For study by courses, the number of course credits to be earned by the student if the objective is reached.  
For study apart from courses, a statement of the accomplishment with which the student will be credited when the objective is reached.
- i. A statement that independent study is an optional educational alternative in which no pupil/student may be required to participate; and, in the case of a pupil who is referred or assigned to any school, class, or program pursuant to Section 48917, the agreement shall also include the statement that instruction may be provided to the pupil through independent study only if the pupil is offered the alternative of classroom instruction.

## **R** Signature Considerations on Agreements

1. If an elementary independent study student is not yet able to write his or her name, the parent, guardian, or caregiver may supply the child's "signature" provided the responsible school representative is sure that the child is indeed willing and ready to proceed with education in the manner to which the parent, guardian, or caregiver has agreed.
2. When an independent study agreement is prepared for a student who is an emancipated minor or who is an adult, evidence of that fact should be made a part of the official record. The parent's, guardian's, or caregiver's signature is not required.
3. If another person has direct responsibility to provide instructional assistance to the student, that person also should sign the agreement. Examples of such persons include the following:
  - a. The trained and capable paraprofessional who performs one-on-one tutorial instruction
  - b. The nonparent family member or parent substitute who will take the time and make

the effort to provide needed assistance, guidance, encouragement, and supervision in cooperation with the responsible supervising teacher

- c. The retired teacher who, as a volunteer or paid employee, performs certain essential functions or services in instruction and counseling
  - d. The concerned friend or neighbor who undertakes to provide encouragement and structure required for the student's success
  - e. The employer or designated person at a work site or internship location who accepts essential responsibilities
  - f. A community person who volunteers his or her expertise to give direction for a student's field experience
  - g. The librarian or other responsible adult who accepts certain supervisory or surveillance responsibilities essential to the agreement
  - h. The sports club employee or playground coach who accepts responsibility for direct instruction and supervision for physical education under the general supervision of the responsible teacher
  - i. The parole officer or other official whose cooperation and participation is essential to the success of the plan
  - j. Others as needed and available locally
4. All appropriate signatures must be obtained and dated prior to the commencement of independent study (*Education Code* Section 51747(c)(8)).

Any agreement that does provide for these important roles and does not have the person's signature is defective.

## **S** Manner and Frequency of Appointments

Although many people believe that either the law or the regulations require a weekly appointment, that assumption is false. The requirements are for planned and scheduled reporting on the student's progress, and for contact as specified in the agreement (time, manner, frequency, and place for submitting assignments) (*Education Code* Section 51747). Appointments should be set on an individualized

basis according to each student's needs for the following reasons:

1. A student may need meetings that occur more frequently than once a week. Some, especially younger students, may need daily contact with the responsible teacher and various amounts of time—some more and some less than one hour.
2. A student may be traveling or at a temporary location too far from school to come in for a face-to-face appointment with the responsible teacher.
3. There may be seasonal conditions, such as impassable or dangerous roads, that constrain or prevent travel.
4. A student may live in a rural or mountainous area that is so far from school that regular weekly travel is an unrealistic expectation and may be impossible.

Acceptable substitutes for a periodic face-to-face meeting include the following:

- Writing letters and submitting material by mail with evaluation taking place in face-to-face meetings
- Reporting by use of cassette tape-recorded messages
- Communicating by telephone to clarify assignments, discuss projects, or offer advice

These contacts also need to be made on a regularly scheduled basis. A *weekly* face-to-face student-teacher meeting for a minimum of one hour is a workable model for many schools. In many cases students report to a designated study center for several hours or days each week to ensure their success. Do not replace weekly appointments with another arrangement without carefully considering the desired results in teacher and student accountability and the student's achievement and welfare. *It is critical to provide the student with the amount and kind of contact with the certificated teacher that best fits the student's needs.* If the student's need is extensive, the student should probably be returned to a classroom environment with daily attendance and productivity required.

## **T** Methods of Evaluation

The student, parent (when appropriate), and teacher should think about, discuss, and together

agree on the methods to use in evaluating the student's work. The methods should be appropriate and effective for the teacher to determine whether the student achieved the general or course objectives as a whole and the objectives for each assignment, as required by *Education Code* Section 51747(c)(2). It is important for the student and the parent or guardian to understand in advance how the teacher will determine and measure the student's progress. Teachers should record their evaluations on a student's assignment and work form (see samples at the end of chapter.) The determination of attendance credit should be recorded in the official register or its computerized equivalent.

## **U** Determination of Credits

*High school students.* A statement of the number of course credits to be earned on completion of the agreement applies directly to a high school-level curriculum (*Education Code* Section 51747[c][6]). For students enrolled in a program that is divided into courses (e.g., Algebra 1 or United States History), the master agreement must clearly indicate how many course credits will be earned by the student on attaining the objectives.

*Elementary students.* At the elementary level the "number of course credits to be earned" means the curricular units, however they may be described, with which the student will be credited on completion of the agreement. For example, for a full-time grade one program covering the first month of the grade, the agreement might state, "On completion of the learning which reaches the objectives stated in the agreement, (*name of student*) will be credited with having completed the first month of grade one." The intent should be a clear, mutual understanding of what kind and amount of academic credit will be earned on completion of the effort that accomplished the objectives (*Education Code* Section 51747[c][6]).

## **V** Records of Students and Students' Credits

The *California Code of Regulations, Title 5*, Section 11703(b) states:

- Records shall include but not be limited to . . .  
(2) A separate listing of the pupils and adult

education students, by grade level, program, and school, who have engaged in independent study, identifying units of the curriculum undertaken and units of the curriculum completed by each of those pupils in kindergarten and grades 1 to 8, inclusive, *and identifying course credits attempted by and awarded to each of those pupils* in grades 9 to 12, inclusive, and each of those students in adult education, *as specified in their written agreements.*

Auditors and program monitors can be expected to ask for and look at such a list for each year of the existence of independent study.

The student's transcript is a permanent record (*California Code of Regulations, Title 5, Section 16023(c)(2)*) of each student enrolled in a public school (called a California Guidance Report in some districts). The transcript must include the *subjects* attempted as well as the *grades* and *credits*, when applicable, earned by the student. The audit trail for the transcript is found in the teacher's record.

## **W** CBEDS Data Collection

In October, 1990, the California Basic Educational Data System (CBEDS) added new sections for reporting district and school information and data about independent study students. At the district level a new section on independent study was added in response to the mandate in *Education Code* Section 51749 (see Appendix A). At the school level a new section on "alternative school/programs" requests data on the number of programs per school and the enrollment in those programs by categories. (See sample of the CBEDS questionnaire at the end of this chapter.)

## **X** Findings from ADA Audits by State Controller's Office

Below are some areas of concern that were noted during some ADA audits by the State Controller's Office.

- A. Not using separate Registers/Attendance Records
- B. Not properly reporting ADA on the appropriate line of the J-19 form

- C. Records of work completed that did not match student's date of attendance
- D. Crediting a student with more than the allowable apportionment per day/ week/ month
- E. Claiming ADA for students on independent study who were also on some form of suspension or who were expelled during the period for which ADA was claimed
- F. Claiming attendance credit for days for which a student did not complete a day's worth of independent study assignments
- G. A continuation school claiming more than the 10 percent independent study ADA allowed
- H. Claiming ADA prior to the signing of the master agreement by all required participants
  - I. Not reviewing student work
  - J. Accepting "phone-in" hours
- K. Not attaching student work samples
- L. Mixing seat-time requirements with independent study without properly distinguishing between and reporting separately the two types of attendance
- M. Failing to provide continuously for a classroom alternative to independent study. If a pupil/student is not studying satisfactorily while engaged in independent study, he or she must have the option of returning immediately to classroom study.

## **Y** Legal Compliance Concerns

Educators should guard against the following situations, which do not comply with the legal requirements governing independent study:

- The failure of districts to maintain board policy and administrative regulations that are consistent with current law. Any administrative regulations that are not consistent with current law. Any policies that have not been updated since the enactment of all bills pertaining to independent study since the policy was established or amended are possibly not legally compliant. Another revision should be initiated now to reflect all subsequent pertinent changes reported.
- The assignment to parents and other ineligible persons of the teacher's responsibilities, including reporting attendance, which must be performed by

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a certificated employee of the district. It appears that some persons have not understood that the independent study of each student must be coordinated, evaluated, and generally supervised by a supervising teacher employed by the district. Parents, instructional assistants, and others may only *assist* the certificated employee.

- The enrollment of a student in independent study who is not also enrolled in a school of the district, as required by *Education Code* Section 51748.
- Failure to offer every student the option of classroom instruction. Since independent study is an educational option that must be entered into voluntarily, as required by *Education Code* Section 51747(c)(7), students offered independent study must also have a classroom option.
- Inequitable provision of instructional material—for example, providing for students on independent study items and funds that are not provided for students in the classroom (see restriction in *Education Code* sections 46300.6 and 51747.3(a)).

Compliance in these matters is critical for school districts and county offices of education. Lack of compliance makes them ineligible for ADA and forces them to return the apportionment to the state.

See especially *Education Code* sections 51747, 51747.5 (revised in 1993), and 51748 and the *Title 5* regulations 11700 (Definitions) and 11701 (District Responsibilities). A number of the State Controller's audit teams are presently understood to be performing ADA audits that will encompass independent study.

## **Z** Sample Forms

The sample forms at the end of this chapter are offered to illustrate how various school districts are dealing with the need to systematize their operations and keep necessary records accurately. No forms are prescribed by the California Department of Education; but the fact that they appear as an appendix to this and other chapters indicates that they are acceptable and may be useful to the user of this manual. They are recommended for consideration in the development, design, adaptation, and selection of procedures and forms for independent study. If a sample is deemed to be adequate, there is no need to revise it beyond adding local names, addresses, and telephone numbers.



## Basic Requirements for Legally Compliant Independent Study

The **basic requirements** are set forth in *Education Code (EC)* § 51747 (amended in 1993), especially in the introductory statement and in subdivision (c)—which refers back to the requirements in subdivisions (a) and (b). The “checklist” for the written agreement is Section Q of Chapter 8 of the *Independent Study Operations Manual, 1993 Revised Edition, with 1994 and 1996 Updates*. There must be written policies, and these must be developed as specified in the *California Code of Regulations, Title 5 (5CCR)*, § 11701.

### **Other legal requirements that are conditions of apportionment are the following:**

1. Every student engaged in independent study must be enrolled in a specified school of a school district or county office of education—see *EC* § 51748. This enrollment should be evident from the agreement.
2. ADA for independent study must fall within the teacher-to-ADA limits set by *EC* § 51745.6 to be eligible for apportionment.
3. Students who are age 19 to 21 must have been continuously enrolled since their 18th birthday for their ADA to be eligible for K–12 apportionments (*EC* § 46300.1).
4. No ADA may be claimed from independent study until the written agreement is completed (*EC* §§ 46300.7, 51747(c)(8)).
5. No ADA is earned unless (i.e., “to the extent that”) supervising teacher judgments of the time value of pupil or student work have been made personally in each instance (i.e., assignment) for each student engaged in independent study (*EC* § 51747.5).
6. No ADA from independent study may be claimed by a district if it has provided any funds or other things of value to the student or his or her parent, guardian, or caregiver that the district does not provide to students who attend regular classes (*EC* § 51747.3(a)).
7. No ADA is earned from the independent study of any student who resides outside the local county or the adjoining county (*EC* § 51747.3(b)).
8. No ADA is earned from the full time independent study of any elementary student enrolled pursuant to *EC* § 48204(f), the provision that allows a student to be enrolled in a school near a parent’s place of employment (*EC* § 51747.3(c)).

### **For more information, contact:**

On *programmatic* matters:

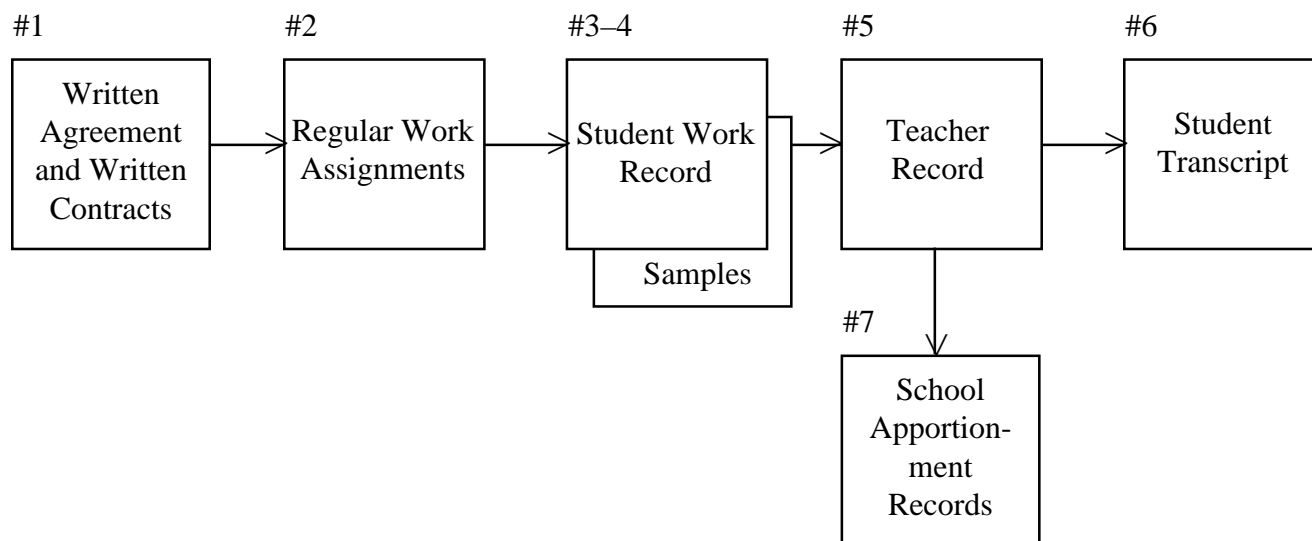
Mr. Lynn P. Hartzler, Consultant  
Alternative Education and Independent Study  
Educational Options Office  
(916) 323-5034  
FAX: (916) 323-2039  
E-mail: lhartzle@cde.ca.gov

On *attendance accounting* matters:

Ms. Kim Clement, Consultant  
School Fiscal Services Division  
(916) 327-0857  
FAX: (916) 324-4534  
E-mail: kclement@cde.ca.gov

## The Audit Trail

For each officially enrolled student, the following diagram reflects the flow of data required for school apportionments and audit files as specified by the *California Code of Regulations, Title 5, Section 11703*:



—————> Indicates required materials

Summary chart of required length of storage of data for audits	
Document	Length of time to be kept*
1. All written agreements and written contracts	3 years
2. Regular work assignments	3 years
3. Student work records	3 years
4. Sample of student work	3 years
5. Teacher records	3 years
6. Mandatory permanent pupil records (e.g., transcript)	Permanently
7. School apportionment records	3 years

\*Check district and county policy manuals for specific guidelines and see *California Code of Regulations, Title 5*, sections 16023, 16026.

The California State Regulations on Independent Study are found in Chapter 13 (sections 11700–11703), Division 11, of Part I, *California Code of Regulations, Title 5*—see Appendix A and Chapter 2.



## Student Records Checklist

<i>Item*</i>	<i>Action</i>	<i>Person(s) responsible*</i>
Request for transcript and cumulative records	<ul style="list-style-type: none"> <li>• Call or mail request to student's last school of attendance.</li> <li>• Be sure to list student's birth date, grade, last date of attendance, and any former names used.</li> <li>• Sometimes requests are sent to more than one school if the previous school does not forward complete records.</li> </ul>	Records clerk, counselor, instructional aide, or _____
<b>Transcript Evaluation</b> It is suggested that the student and parents both sign the evaluation to verify that they understand what is required for graduation. The student should be given a copy of this evaluation.	<ul style="list-style-type: none"> <li>• Inventory the student's transcript, evaluating required courses and units to determine the student's academic needs with respect to graduation requirements. Once or twice a year credits should be reviewed and California Guidance Report from the county, if appropriate, be distributed to all students at that time. Also once or twice a year if the parents do not attend appointments, a letter could be sent to parents discussing the student's status.</li> </ul> <p>A special review of credits should be made by each counselor or teacher of every twelfth grader at the beginning of <i>each</i> semester of the senior year.</p>	Counselor, program administrator, or teacher
Cum folder review	Review folder for: <ul style="list-style-type: none"> <li>• Current immunization records</li> <li>• Health history</li> <li>• Any special education testing</li> <li>• Gifted and talented certification</li> <li>• Home language survey</li> <li>• Other pertinent data to assist in understanding and placing a new student</li> <li>• Any misfiled records (Ensure that records are for this student only. Sometimes students with similar or same names will have their records intermingled.)</li> </ul>	Office clerk, instructional aide, teacher, or counselor

\*These will vary, depending upon program needs and situation.

Student Records Checklist (*continued*)

<i>Item*</i>	<i>Action</i>	<i>Person(s) responsible*</i>
Official transcript (sealed with a school seal or stamp and initialed)	<ul style="list-style-type: none"> <li>Once a student has enrolled in IS, the school must keep a transcript of credit, with credits transferred from a previous school attached to it. If a transcript cannot be obtained, the transcript for the student's current work can state, "No credits received from <b>name of school</b>."</li> <li>Transcripts* must be retained by the district permanently.</li> </ul>	Clerk typist, volunteer, or secretary
Independent study agreement	<ul style="list-style-type: none"> <li>Must be completed and signed by parent, guardian, or caregiver; student; teacher; and appropriate supervisors.</li> <li>Course requirements and reports of credits earned must be filed by the end of the agreement period.</li> </ul>	Teacher and office staff
Student work	See Chapter 8 on Audit Trail.	
Records maintenance	<p>In view of the requirements regarding records, persons responsible for on-campus programs should take care to make certain that files are adequate and complete and available for use as required. Keeping such files in a separate cabinet should help to keep them in good order and available for use as required.</p> <ul style="list-style-type: none"> <li>Many schools have found it advantageous to keep a continuous file for each student rather than creating a new file each year. Files are then separated into two categories: (1) current students; and (2) former students. This facilitates retrieval of files for former students on return.</li> <li>Once the student has left independent study, the records must be kept according to district and county procedures and rules.</li> <li>It is helpful to keep all current and previous independent study projects, sample agreements, and a list of community agencies and individuals who will work with students or who provide places for students to carry out their projects.</li> </ul>	Administrator, teacher, and clerk

\*These will vary, depending on program needs.

## Subsidiary Independent Study Course Contract

Student name	Beginning and ending dates: _____ to _____
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Course title	Course number
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Course objectives:

Description of educational activities (methods of study):

Material and/or resources needed for completion:

Material checked out:

Progress reports: Frequency: \_\_\_\_\_ ; Time: \_\_\_\_\_ ; Place: \_\_\_\_\_ ; Manner: \_\_\_\_\_

Method of evaluation:

Number of units to be awarded upon successful completion: \_\_\_\_\_

We have read the terms of this contract and agree to all the conditions set forth. Any violation of this contract may result in renegotiation.

Student signature	Date
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Supervising teacher signature	Date
-------------------------------	------

Other signature	Date
-----------------	------

## High School Master Agreement for Independent Study

Name:	Student number:	Grade:
Address:	Age:	Birth date:
City:	ZIP code:	Phone: (    )
Location(s):	Social Security number:	-    -
Duration:	Entry date:	Exit date:

**Agreement:** We have read both sides of this agreement and hereby agree to all the conditions set forth within.

**Signatures:**

Student	Date
Parent/Guardian/Caregiver	Date
Teacher	Date
Program Administrator	Date
Other	Date

**Objective:** The student will complete the courses listed below during the semester as they are outlined in the \_\_\_\_\_ School District course descriptions. All course objectives will be consistent with the established district guidelines. Assignment and Work-Record Forms will include additional descriptions of the major objectives and activities of the course of study covered by the agreement and the methods for evaluating student work. It is understood that:

- The purpose of this agreement is to enable the student to successfully reach the objectives and complete the assignments identified in the Assignment and Work-Record Forms that will be part of this agreement.
- According to district policy for independent study in grades nine through twelve, no more than \_\_\_\_\_ may elapse between the date an assignment is made by the teacher and the date it is due, unless an exception is made in accordance with district policy.
- The \_\_\_\_\_ Unified/Joint Union School District will provide the teacher services, instructional materials, and other necessary items and resources as specified for each assignment.
- The student agrees to meet with or report to the teacher regularly, in accordance with the frequency, date, time, and location specified in the course contract or the assignment and work-record form.

Subject	Course value	Subject	Course value

**Certification of completed course work**

Subject	Course code number	Grade	Credits earned	Teacher's initials	Date

Total credits \_\_\_\_\_ Date recorded \_\_\_\_\_ Teacher's signature \_\_\_\_\_

**Student:**

*I understand that:*

- Independent study is an optional educational alternative that I have voluntarily selected. If I am a student who was suspended or expelled, I was offered the alternatives of classroom instruction and independent study, and I chose independent study.
- By entering \_\_\_\_\_ High School I have not waived any rights as a student, and I am entitled to all \_\_\_\_\_ School District services and resources.
- If I am a student with an individualized education program (IEP), my IEP must specifically provide for my enrollment in Independent Study.
- I must follow all the discipline code and behavior guidelines of the \_\_\_\_\_ School District.  
Any violation of these guidelines or failure to meet school/district requirements could result in dismissal from \_\_\_\_\_ High School.
- Visitation on any other school campus requires permission from that school.
- If I achieve only minimum study requirements, I will complete the equivalent of only one semester course a month, or a minimum of 25 credits a semester. A regular high school program is 30 credits a semester.

*I agree to:*

- Be supervised by \_\_\_\_\_ and/or other approved resource personnel.
- Meet regularly with the assigned staff member. I understand that failure to complete \_\_\_\_\_ assignments will result in an evaluation to determine if I should remain in independent study and may also result in one or more of the following:
  1. A letter of concern to me and my parent, guardian, or caregiver, if appropriate
  2. A specially scheduled appointment
  3. A special meeting with the teacher and/or counselor
  4. A meeting with the administrator, including my parent, guardian, or caregiver, if appropriate
  5. Placement on probation
  6. Increase in the amount of time I must be on campus or in an equivalent supervised situation
  7. Revocation of any work permit issued until my school work is satisfactorily completed
  8. Termination of the agreement and my return to a regular classroom program of instruction or other appropriate alternative
- Meet weekly with the Outside Work Experience (OWE) coordinator if I am enrolled in work experience.
- Obtain transportation to scheduled meetings.

I understand that lack of transportation to the school site is not an acceptable reason for failing to meet with my teacher and/or supervisor to submit my completed assignments.

- Complete my assigned work and achieve at least the minimum performance requirements of the course of study. I understand that credit, which is based on mastery of learning, can only be issued after I have successfully completed an activity and it has been evaluated. I realize that a minimum of \_\_\_\_\_ hours of work is needed for each unit of credit.

Student's signature: \_\_\_\_\_

**Parent/Guardian/Caregiver:**

*I understand that the major objective of Independent Study is to provide a voluntary educational alternative for my son or daughter.*

I agree to the above conditions listed under **"Student."** I also understand that:

- Individual course objectives are consistent with and evaluated in the same manner that they would be if he or she were enrolled in a traditional school program.
- I am liable for the cost of replacement or repair for wilfully damaged or destroyed books and other school property checked out to my son or daughter.
- Unless otherwise indicated, a teacher or supervisor will meet with my son or daughter on a regular basis to direct and measure progress. The time and location of meetings with the teacher or supervisor will be determined by the teacher or the supervisor in consultation with my son or daughter.
- I am expected to encourage him or her to do more than the minimum study requirements and be involved in an Outside Work Experience (OWE), a Regional Occupational Program (ROP), community volunteer work, or a directed project.
- I have the right to appeal any decision about my son's or daughter's placement, school program, or transfer according to the school district's procedures.

Parent's/Guardian's/Caregiver's signature: \_\_\_\_\_

## High School Assignment and Work Record Form

Name \_\_\_\_\_

Subject \_\_\_\_\_

Objective (Short term): \_\_\_\_\_

Start date \_\_\_\_\_

Due date \_\_\_\_\_

Study methods: \_\_\_\_\_

Resources: \_\_\_\_\_

Evaluation method: \_\_\_\_\_

Teacher's signature: \_\_\_\_\_ Student's signature: \_\_\_\_\_

Teacher comments/grade: \_\_\_\_\_

Attendance credit: \_\_\_\_\_

Objective (Short term): \_\_\_\_\_

Start date \_\_\_\_\_

Due date \_\_\_\_\_

Study methods: \_\_\_\_\_

Resources: \_\_\_\_\_

Evaluation method: \_\_\_\_\_

Teacher's signature: \_\_\_\_\_ Student's signature: \_\_\_\_\_

Teacher comments/grade: \_\_\_\_\_

Attendance credit: \_\_\_\_\_

## Assignment and Work Record Form

Student name:	School:	
Instructor:	Date given:	Date due:
Course title:	Course number:	

Regular appointments are required between the teacher and student on the following schedule:

Frequency: \_\_\_\_\_ Starting (date): \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_

Assignments with due dates will be made in writing at each student-teacher meeting.

\_\_\_\_\_ incomplete assignments will result in a reevaluation of this student's placement in independent study.

**Course title and objectives:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Method of study:** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

### Method of evaluation:

1. Teacher observation and review of student work
2. Quizzes and tests (mastery level \_\_\_\_\_ percent or better)
3. Other: \_\_\_\_\_

### Description of major learning activities and/or study materials

Textbook and study materials: \_\_\_\_\_

Computer-based instructional opportunity: \_\_\_\_\_

Supplemental audiovisual instructional support: \_\_\_\_\_

Other: \_\_\_\_\_  
 \_\_\_\_\_

Student's signature \_\_\_\_\_ Date \_\_\_\_\_

Parent's/Guardian's/Caregiver's signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher's signature \_\_\_\_\_ Date \_\_\_\_\_

Teacher's comments/grades: \_\_\_\_\_

Credits: \_\_\_\_\_

## Middle School Master Agreement for Independent Study

Name:	Student number:	Grade:
Address:	Age:	Birth date:
City:	ZIP code:	Phone: (    )
Location(s):	Social Security number:	-    -
Duration:	Entry date:	Exit date:

**Agreement:** We have read both sides of this agreement and hereby agree to all the conditions set forth within.

**Signatures:**

Student	Date
Parent/Guardian/Caregiver	Date
Teacher	Date
Program Administrator	Date
Other	Date

**Objective:** The student will complete the courses listed below during the semester as they are outlined in the \_\_\_\_\_ School District course descriptions. All course objectives will be consistent with the established district guidelines. Assignment and Work-Record Forms will include additional descriptions of the major objectives and activities of the course of study covered by the agreement and the methods for evaluating student work. It is understood that:

- The purpose of this agreement is to enable the student to successfully reach the objectives and complete the assignments identified in the course contract or Assignment and Work-Record Forms that will be part of this agreement.
- According to district policy for independent study in grades seven and eight, no more than \_\_\_\_\_ may elapse between the date an assignment is made by the teacher and the date it is due, unless an exception is made in accordance with district policy.
- The \_\_\_\_\_ Unified/Joint Union School District will provide the teacher services, instructional materials, and other necessary items and resources as specified for each assignment.
- The student agrees to meet with or report to the teacher regularly, in accordance with the frequency, date, time, and location specified in the course contract or the Assignment and Work-Record Form.

<i>Subject</i>	<i>Subject</i>

**Certification of completed course work**

<i>Subject</i>	<i>Grade</i>	<i>Teacher's initials</i>	<i>Date</i>

Date recorded \_\_\_\_\_ Teacher's signature \_\_\_\_\_



## Middle School Master Agreement (*Continued*)

Page 2 of 2

### **Student:**

*I understand that:*

- Independent study is a form of education that I have chosen. If I am a student who was suspended or expelled, I was offered the alternatives of classroom instruction and independent study, and I chose independent study.
- I am entitled to textbooks, a teacher, and all school district services and resources.
- I must follow the discipline code and behavior guidelines of the school district.
- I have the same rights as any student of the school district.

*I agree to:*

- Be supervised by and meet regularly with my teacher. The frequency, date, time, and location will be determined by my work assignments. I realize that it is my responsibility to promptly reschedule any appointment I miss because of an emergency. I understand that if I do not give evidence of two completed assignments, my agreement may be reviewed.
- Complete my assigned work and achieve at least the minimum performance requirements of the course of study.

Student's signature: \_\_\_\_\_

### **Parent/Guardian/Caregiver:**

*I understand that the major objective of independent study is to provide a voluntary educational alternative for my son or daughter. I understand the conditions listed above under "Student." I understand that:*

- Learning objectives are consistent with and evaluated in the same manner that they would be if my child were enrolled in a traditional school program.
- If my child has an individual education program (I.E.P.), the I.E.P. must specifically provide for his or her enrollment in independent study.
- Unless otherwise indicated, a teacher will meet with my son or daughter and me on a regular basis to direct and measure progress. The time and location of meetings with the teacher or supervisor will be determined by the teacher or supervisor in consultation with me and my son or daughter.
- I am responsible for supervising my child while he or she is completing the assigned work and for submitting all completed assignments necessary for evaluation.
- To ensure that my child's independent study is consistent with traditional schooling, I need to encourage him or her to meet more than the minimum study requirements.
- I am liable for the cost of replacement or repair of damaged or lost books and other materials that are checked out to my son or daughter.
- It is my responsibility to provide any needed transportation to the school site for my child.
- I have the right to appeal to the school administrator any decision about my child's placement or school program in accordance with the school district's procedures.

Parent's/Guardian's/Caregiver's signature: \_\_\_\_\_

## Elementary School Master Agreement for Independent Study

Name:	Student number:	Grade:
Address:	Age:	Birth date:
City:	ZIP code:	Phone: (    )
Duration:	Entry date:	Exit date:
Location(s):		

**Objective:**

- The major objective for the duration of this agreement is to enable the student to keep current with \_\_\_\_\_ grade studies for the period covered by this agreement.
- This agreement is to enable the student to successfully reach the objectives and complete the assignments identified in the Assignment and Work-Record Form(s) that will be a part of this agreement. With the support of the parent, guardian, or caregiver the student will submit assignments on or before their due date.
- According to district policy for independent study in grades K–6, no more than \_\_\_\_\_ may elapse between the date an assignment is made by the teacher and the date it is due, unless an exception is made in accordance with district policy.
- The \_\_\_\_\_ School District will provide the teacher services, instructional materials, and other necessary items and resources as specified for each assignment.
- The student will complete the studies listed below during the semester or term of the agreement as they are outlined in the \_\_\_\_\_ School District curriculum.
- Other  
List studies here): \_\_\_\_\_

**We agree on regular reports on the student's work, as follows:**

The student's work will be evaluated by the method specified in the Assignment and Work-Record Form.

Frequency: \_\_\_\_\_ Time: \_\_\_\_\_ Place: \_\_\_\_\_ Manner: \_\_\_\_\_

**AGREEMENT:** We have read pages 1 and 2 of this agreement and hereby agree to all the conditions set forth within.

Student	Date
Parent/Guardian/Caregiver	Date
Teacher	Date
Other	Date
Program Administrator	Date

**CERTIFICATION**

Date recorded \_\_\_\_\_ Supervising teacher's signature \_\_\_\_\_

## Elementary School Master Agreement (Continued)

Page 2 of 2

### Student:

*I understand that:*

- Independent Study is a form of education that I have chosen. If I am a student who was suspended or expelled, I was offered the alternatives of classroom instruction and independent study, and I chose independent study.
- I am entitled to textbooks and supplies, supervision by my teacher, and all the services and resources received by other children enrolled in my grade of \_\_\_\_\_ School.
- I have the same rights as other students in my grade at the \_\_\_\_\_ School.
- I must follow the rules and standards in the discipline code and behavior guidelines of the \_\_\_\_\_ School.
- If I do not complete \_\_\_\_ assignments my incomplete work will result in review of my agreement and I may not be allowed to continue in Independent Study.

*I agree to:*

- Be supervised by and meet regularly with my teacher, as specified on page 1.
- Complete my assigned work by its due date, as explained by my teacher and described in my written assignments.

Student's signature: \_\_\_\_\_

### Parent/Guardian/Caregiver:

*I understand that the major objective of Independent Study is to provide a voluntary educational alternative for my son or daughter. I agree to the above conditions listed under "Student." I also understand that:*

- Learning objectives are consistent with and evaluated in the same manner that they would be if he or she were enrolled in a traditional school program.
- If my child has an individualized education program (IEP), the IEP must specifically provide for his or her enrollment in Independent Study.
- Unless otherwise indicated, the supervising teacher who signs this agreement will meet with my son or daughter on a regular basis as specified on page 1 to direct the child's study and measure progress toward the objectives in this agreement. It is my responsibility to promptly reschedule any appointment missed because of any emergency.
- I am responsible for supervising my child while he or she is completing the assigned work and for ensuring the submission of all completed assignments necessary for evaluation.
- I am liable for the cost of replacement or repair for willfully damaged or destroyed books and other school property checked out to my son or daughter.
- It is my responsibility to provide any needed transportation for my son's or daughter's scheduled meetings and any other travel covered by this agreement.
- I have the right to appeal to the school administrator any decision about my son's or daughter's placement or school program in accordance with the \_\_\_\_\_ School District's procedures.

Parent's/Guardian's/Caregiver's signature: \_\_\_\_\_

## Assignment and Work Record Form

Name	Subject	
Objective (short term)		Date
Study method		
Resources		
Evaluation method		
Signature		
Teacher comments/grade		

Days submitted	Days accepted	Makeup (academic)
Objective (short term)		Date
Study method		
Resources		
Evaluation method		
Signature		
Teacher comments/grade		

Days submitted	Days accepted	Makeup (academic)
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White: C.I.S.    Canary: Teacher    Gold: Student

## Independent Study Attendance Credit Report

District of residence \_\_\_\_\_

Student name \_\_\_\_\_ Grade \_\_\_\_\_

Supervising teacher's signature \_\_\_\_\_

School month \_\_\_\_\_

Dates										
Attendance: (Record complete days of attendance credit only.)	Mon.	Tue.	Wed.	Thurs.	Fri.	Mon.	Tues.	Wed.	Thurs.	Fri.
Dates										
Attendance: (Record complete days of attendance credit only.)	Mon.	Tue.	Wed.	Thurs.	Fri.	Mon.	Tues.	Wed.	Thurs.	Fri.

Total days of apportionment: \_\_\_\_\_

## Independent Study Attendance Credit Report

District of residence \_\_\_\_\_

Student name \_\_\_\_\_ Grade \_\_\_\_\_

Supervising teacher's signature \_\_\_\_\_

School month \_\_\_\_\_

Dates										
Attendance: (Record complete days of attendance credit only.)	Mon.	Tue.	Wed.	Thurs.	Fri.	Mon.	Tues.	Wed.	Thurs.	Fri.
Dates										
Attendance: (Record complete days of attendance credit only.)	Mon.	Tue.	Wed.	Thurs.	Fri.	Mon.	Tues.	Wed.	Thurs.	Fri.

Total days of apportionment: \_\_\_\_\_

## School Independent Study

Student \_\_\_\_\_

Date of birth \_\_\_\_\_ Enrolled \_\_\_\_\_ Withdrew \_\_\_\_\_

Attendance Register, 1994-95																Days	Not enrolled	Days of non- approved credit	Days of approved credit	Monthly total: days of approved credit
1	<b>September 5 through September 30</b> <small>Weeks 1-4</small>	5 Hol.	6	7	8	9		12	13	14	15	16								
		19	20	21	22	23		26	27	28	29	30								
2	<b>October 3 through October 28</b> <small>Weeks 5-8</small>	3	4	5	6	7		10	11	12	13	14								
		17	18	19	20	21		24	25	26	27	28								
3	<b>October 31 through November 25</b> <small>Weeks 9-12</small>	31	1	2	3	4		7	8	9 Hol.	10	11								
		14	15	16	17	18		21	22	23	24 Hol.	25 Hol.								
4	<b>November 28 through December 23</b> <small>Weeks 13-15</small>	28	29	30	1	2		5	6	7	8	9								
		12	13	14	15	16		19	20	21 Winter Break	22	23								
5	<b>December 26 through January 20</b> <small>Weeks 16-18</small>	26 Winter Break	27	28	29	30		2	3	4	5	6								
		9	10	11	12	13 Hol.		16	17	18	19	20								
6	<b>January 23 through February 17</b> <small>Weeks 19-22</small>	23	24	25	26	27		30	31	1	2	3								
		6	7	8	9	10 Hol.		13 Hol.	14	15	16	17								
7	<b>February 20 through March 17</b> <small>Weeks 23-26</small>	20	21	22	23	24		27	28	1	2	3								
		6	7	8	9	10		13	14	15	16	17								
8	<b>March 20 through April 14</b> <small>Weeks 27-29</small>	20	21	22	23	24		27	28	29	30	31								
		3	4	5	6	7		10	11	12	13	14								
9	<b>April 17 through May 12</b> <small>Weeks 30-33</small>	17	18	19	20	21		24	25	26	27	28								
		1	2	3	4	5		8	9	10	11	12								
10	<b>May 15 through June 9</b> <small>Weeks 34-37</small>	15	16	17	18	19		22	23	24	25	26								
		29 Hol.	30	31	1	2		5	6	7	8	9								
11	<b>June 12 through June 16</b> <small>Week 38</small>	12	13	14	15	16														

E: Enrolled

W: Withdrew

[Excerpt from CBEDS Form]

## School Information Form

**H. Alternative Education**

Students reported in this section should have been reported in Section B.

Types of Programs/Educational Options	Enrollment	
	K–8	9–12
Continuation classes (see definition)		
Community/experience based		
Opportunity		
Magnet Program		
Pregnant/parenting (see definition)		
Independent Study		
Home independent study (see definition)		
Other		

Number of graduates meeting high school requirements through  
Independent Study (1993–94)

Name of person completing this form (Please print.)

Telephone number

(      )

Title

**CERTIFICATION:** *I HEREBY CERTIFY THAT THE DATA REPORTED ON THIS FORM ARE ACCURATE.*

Signature of principal (or designee)

Date